Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

BOMGAR SOFTWARE LICENSE AGREEMENT
STANDARD TERMS & CONDITIONS

IMPORTANT – PLEASE REVIEW CAREFULLY THE TERMS AND CONDITIONS OF THIS BOMGAR SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT"). THIS AGREEMENT IS ENTERED INTO BETWEEN BOMGAR AND CUSTOMER AS OF THE EFFECTIVE DATE. CUSTOMER HEREBY ENTERS INTO AND ACCEPTS THIS AGREEMENT AND THE TERMS AND CONDITIONS HEREOF.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.   **DEFINITIONS**. Defined terms are listed on **Exhibit A** attached hereto.

2.   **LICENSE TO THE BOMGAR SOFTWARE**.

2.1   Bomgar licenses six different software products: Bomgar Remote Support (BRS) Software, Privileged Access (PA) Software, Bomgar Vault Software, Bomgar Vault Go Software, and Virtual Appliance Software. Bomgar currently only offers Cloud Service for Bomgar Remote Support Software and Privileged Access Software so all references in this Agreement to Cloud Service shall only apply to the Bomgar Remote Support Software or the Privileged Access Software, as applicable. The specific license provisions for each software product are described on the applicable exhibit:

Exhibit B-1 – Bomgar Remote Support Software (On Premise)
Exhibit B-2 – Bomgar Remote Support Software (Cloud Service)
Exhibit C-1 - Privileged Access Software (On Premise)
Exhibit C-2 – Privileged Access Software (Cloud Service)
Exhibit D – Virtual Appliance Software
Exhibit E-1 – Bomgar Vault Software
Exhibit E-2 – Bomgar Vault Go

THE EXHIBITS ONLY APPLY TO THE BOMGAR SOFTWARE THAT CUSTOMER LICENSES AS SET FORTH ON THE APPLICABLE ORDER FORM. All licenses are subject to the terms, conditions, and limitations set forth in this Agreement including the payment of the applicable Fees. Bomgar licenses its Software either as a term license (fixed period of time) or a perpetual license. The Order Form will note whether the Software is being licensed for a term or a perpetual license.

2.2   *LICENSING PROVISIONS APPLICABLE TO ALL BOMGAR SOFTWARE*.

(a)   ***Documentation and Upgrades***. Customer may access and use Documentation solely for the purpose of use of the functionality of the Bomgar Software as authorized in this Agreement. Upon the installation of any Upgrade of the Bomgar Software, all rights of Customer to access, use or possess previous versions of the Bomgar Software terminate.

(b)   ***Beta Testing***. Bomgar may provide Customer with beta test versions of all or portions of the Bomgar Software ("Beta Software") for evaluation and feedback which shall be free of charge and without warranty of any kind. CUSTOMER IS NOT OBLIGATED TO USE THE BETA SOFTWARE; HOWEVER, IF CUSTOMER ELECTS TO DO SO THEN THE FOLLOWING TERMS SHALL APPLY: (i) The Beta Software is provided to Customer "As Is" and may contain bugs or errors; (ii) Bomgar makes no warranties and disclaims all liabilities with respect to the Beta Software, and (iii) Customer agrees to respond to Bomgar's questions regarding Customer's use of the Beta Software. If Customer provides any suggestions, recommendations, ideas, or other feedback (collectively "Feedback") to Bomgar regarding the Beta Software or Bomgar Software, Customer agrees that Bomgar may use and incorporate into the Bomgar Software and Cloud Service any Feedback that Customer

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provides and Customer shall not be entitled to any compensation. Customer hereby grants to Bomgar, free of charge, all rights to the Feedback. Bomgar may suspend or terminate the Beta Software at any time.

      (c)   ***Third Party Software License***. All Third Party Software is licensed to Customer in accordance with separate license agreement(s) included with the Bomgar Software or Documentation, and subject to any restrictions set forth herein or in the Documentation. Customer agrees to abide by all of the terms and conditions of such Third Party Software license agreements. Except as expressly set forth herein or in a written agreement between Bomgar and Customer, Bomgar shall have no responsibility with respect to any Third Party Software, and Customer will look solely to the licensor(s) of the Third Party Software for any remedy. Bomgar claims no right in the Third Party Software, and the same is owned exclusively by the licensor(s) of the Third Party Software. BOMGAR PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY THIRD PARTY SOFTWARE. Except as may otherwise be provided in the Third Party Software license agreements, Customer's license to the Third Party Software shall terminate when the Customer's licenses to the Bomgar Software terminates.

      (d)   ***Limitations***. All rights not expressly granted under this Agreement are reserved to Bomgar, and no rights are granted by implication. Any use or copying of the Bomgar Software or Documentation not expressly authorized hereunder is prohibited and a breach of this Agreement. Except as specifically permitted in this Agreement, Customer shall not directly or indirectly (i) use any Confidential Information to create any software or documentation that is similar to any of the Bomgar Software or Documentation; (ii) encumber, transfer, rent, lease, time-share or use the Cloud Service or Bomgar Software in any service bureau arrangement or for the benefit of any third party; or (iii) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify the Cloud Service or Bomgar Software or (iv) permit or suffer any third party to engage in any of the acts proscribed in clauses (i) through (iii).

3.   **SUPPORT SERVICES; PROFESSIONAL SERVICES.**

      3.1   ***SUPPORT SERVICES***.   Bomgar offers Support Services for the Bomgar Software and the Hardware. For term licenses and Cloud Service, the Support Services are bundled with the applicable Bomgar Software so there is no separate line item fee for Support Services. For perpetual licenses, Bomgar requires first year Support Services. After the first year, Support Services are optional. In the event that Customer elects not to extend the Support Services and later seeks to reinstate such Support Services, Bomgar shall invoice Customer the sum of a) one hundred and ten percent (110%) of all Support Services fees that would have been paid had Customer continuously maintained Support Services on the Software; plus b) the Support Services fees applicable to the licenses for the next year. During the Support Term, Bomgar will provide the services ("<u>Support Services</u>") more particularly set forth at <u>www.bomgar.com/supportpolicy</u> and attached hereto ("<u>Support Policy</u>"). For any Renewal Support Terms, the Support Services will be provided as set forth on the Support Policy vetted and approved by the GSA Contracting Officer and incorporated into Carahsoft Technology Corporation's (Carahsoft's) GSA Multiple Award Schedule (MAS) 70 Contract as of the commencement date of Renewal Support Term.

      3.2   ***PROFESSIONAL SERVICES***. Bomgar will provide such resources and utilize such employees and/or contractors as it deems necessary to perform the Professional Services. Bomgar shall use commercially reasonable efforts to meet the project schedules and time of performance of Professional Services set forth in the applicable SOW, and Customer agrees to cooperate in good faith to allow Bomgar to achieve completion of Professional Services in a timely and professional manner. Customer understands and agrees that Bomgar's provision of the Professional Services may depend on completion of certain Customer tasks or adherence to Customer schedules within Customer's control; consequently, the project schedule, time of performance, and Professional Services may require equitable adjustments or changes in the event such Customer tasks or schedules change, are modified, or are not completed as anticipated. For any Professional Services provided onsite at Customer's location, Bomgar shall comply with Customer's policies and procedures for onsite vendors, and Customer agrees to provide such policies and procedures in advance to Bomgar.

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4.   CUSTOMER USE OF BOMGAR SOFTWARE AND CLOUD SERVICE.

Customer is solely responsible for: (i) preserving the secrecy of its usernames and passwords, and (ii) any activity that occurs under Customer's account. Customer further agrees: (i) not to use the Bomgar Software or Cloud Service to distribute, post, or otherwise make available any software or computer files that contain a virus, worm, Trojan horse, or other harmful component; (ii) not to use the Bomgar Software or Cloud Service for any illegal activity; (iii) not to use the Bomgar Software or Cloud Service to disrupt or interfere with any other networks, websites, or security; (iv) not to use the Bomgar Software or Cloud Service to infringe any third party's intellectual property rights; (v) not to use the Cloud Service or Bomgar Software to distribute any libelous, harassing, defamatory, violent, illegal, vulgar, offensive, slanderous, or otherwise objectionable material of any kind; (vi) not to gain unauthorized access to computer systems or devices that Customer does not have permission to access; (vii) not use the Bomgar Software or Cloud Service under false pretense to gain access to a third party's computer, network, or information. Customer is responsible for the actions and inactions of its Personnel and Clients.

5.   TITLE.

(a)   All right, title, and interest in and to the Cloud Service, Bomgar Software and the Documentation, including the media on which the same are furnished to Customer, are and shall remain the sole and exclusive property of Bomgar. Except as expressly set forth in this Agreement, Customer acknowledges that no right, title, or interest in or to the Cloud Service, Bomgar Software or the Documentation is granted pursuant to this Agreement and no such assertion shall be made by Customer. Title to the Hardware shall pass to Customer (except for embedded software) upon the delivery of the Hardware and payment of the applicable Fees if purchased.

(b)   Customer acknowledges that the Bomgar Software and Documentation are works copyrighted under United States federal copyright law and protected by other intellectual property rights and embody valuable confidential and secret information of Bomgar or their third party licensors. Except as expressly provided in a license agreement for Third Party Software or by law, Customer shall not in any manner or under any circumstances use, copy, modify, enhance, merge, reverse engineer, reverse assemble, decompile, or in any way alter the Bomgar Software or Documentation or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive source code therefrom. Customer shall not permit or allow any person to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Bomgar, and Customer shall not permit or allow any person to reproduce or copy any such material except as specifically provided in this Agreement. Customer agrees to maintain any and all of Bomgar's copyright, trademark, and other notices on the Bomgar Software, Hardware, and Documentation and shall reproduce such notices on any and all copies, in whole or in part, thereof (which copies may only be made as expressly permitted herein). Customer will not take any action that jeopardizes Bomgar's proprietary rights or acquire any right in the Bomgar Software, Cloud Service, or the Confidential Information. Bomgar will own all rights in any copy, translation, modification, adaptation, or derivation of the Bomgar Software or other items of Confidential Information, including any improvement or development thereof. Customer will obtain, at Bomgar's request, the execution of any instrument that may be appropriate to assign these rights to Bomgar or perfect these rights in Bomgar's name. Bomgar is a licensee of United States Patent Nos. 6,928,479 and 6,177,932 for the Bomgar Software.

(c)   Notwithstanding anything to the contrary in this Agreement, should any applicable laws (such as national laws implementing EC Directive 2009/24) expressly give Customer the right to perform any of the activities prohibited under this Agreement without Bomgar's consent, Customer shall, before exercising such right, notify Bomgar of its intent to exercise any such rights and only exercise such rights if Bomgar has not, within twenty (20) business days after Bomgar's receipt of such request, agreed to provide Customer with the result which Customer would otherwise have obtained by exercising such rights (in which case Customer shall pay Bomgar its then-standard rates for such work).

(d)   Customer hereby acknowledges and agrees that in addition to any audit rights granted herein, Bomgar may verify Customer's compliance with this Agreement through online verification procedures which may include gathering product information. In addition, Customer acknowledges that the Bomgar Software provides for trouble support notification to Bomgar in the event of a Bomgar Software failure.

(e)   For Hardware provided to Customer as part of a term license, Customer acknowledges that Bomgar retains title to the Hardware. Customer agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, part with or otherwise attempt to part with the personal possession of the Hardware. Customer shall maintain the Hardware in good condition, reasonable wear and tear excepted. At the end of the term, Customer shall return the Hardware to Bomgar at Customer's expense.

(f)   Customer agrees not to conceal or alter or make any addition or alteration to, or repair of, the Hardware without Bomgar's express written consent. Customer may not cause or permit the reverse engineering of the Hardware, or any other attempt to derive source code from software running in the Hardware.

6.   FEES AND PAYMENTS.

6.1   *FEES*. Customer shall pay to Bomgar the Fees and other charges and expenses set forth in the Order Form. If no payment terms are set forth on the Order Form, Customer shall make payment upon the earliest of receipt of any invoice, or the use of the Cloud Service and/or Bomgar Software. Customer shall pay for all additional services provided and costs incurred by Bomgar which are not described herein on a time-and-expenses basis in accordance with Bomgar's then standard rates as established by Bomgar from time to time. All such payments shall be paid in full when due, without right of deduction or set-off. For additional purchases of Bomgar Software, Hardware, Support Services, Cloud Service, or other services, after the initial purchase under this Agreement, Customer may issue a purchase order which shall be governed by the terms of this Agreement. Bomgar acceptance shall be the performance and delivery of the applicable Bomgar Software, Hardware, Support Services, Cloud Service, or other services.

6.2   *ADJUSTMENT TO FEES*. Bomgar may adjust the fees for Cloud Service at the end of any Subscription Term by delivery of written notice of such adjustment to Customer at least sixty (60) days in advance of any Subscription Renewal Term. Bomgar may adjust the fees for Support Services at the end of any Support Term by delivery of written notice of such adjustment to Customer at least sixty (60) days in advance of any Support Renewal Term.

6.3   *PAST-DUE CHARGES*. Customer agrees to pay a charge for any amounts that are more than thirty (30) days past due at the rate of the lesser of (i) one and one-half percent (1.5%) per month or (ii) the greatest rate allowed by law. In addition, should Customer fail to pay any undisputed fees when due, regardless of the purpose of those fees, Bomgar in its sole discretion may (i) terminate the Customer's ability to purchase additional products or services while charges are past due, (ii) withhold Support Services, (iii) terminate Professional Services, and/or (iv) terminate this Agreement and all applicable Licenses granted hereunder.

6.4   *TAXES*. All fees paid or payable to Bomgar are exclusive of any federal, state, or local excise, sales, use, intangible, value added, or other taxes assessed or imposed with respect to the Cloud Service, Support Services, Hardware, Bomgar Software, and/or Documentation provided hereunder. Customer is solely responsible for the payment of any and all taxes resulting from this Agreement, the use of the Cloud Service, Support Services, Bomgar Software, Hardware, or this Agreement, except for any federal, state, or local income tax imposed on Bomgar in connection with revenues associated with this Agreement. Customer hereby agrees to hold harmless Bomgar from and against any and all claims and liabilities arising from Customer's failure to report or pay any such taxes, if any and to promptly pay any such taxes that may become due.

6.5   Notwithstanding the terms and conditions addressed in Subsections 6.1 through 6.5, above, the Customer's payment of fees and taxes shall be in accordance with the terms and conditions of General Services Administration Acquisition Regulation (GSAR) 552.212-4, the Prompt Payment Act (31 USC 3903), and the Contract Disputes Act (41 USC Chapter 71).

7.   TERM. Bomgar licenses the Bomgar Software as a term license, subscription (Cloud Service), or perpetual license as described on the Order Form. Support Services are for annual terms unless the parties otherwise agree on the Order Form.

7.1   *TERM LICENSE (If Applicable)*. The initial term for a term license to the Bomgar Software shall commence on the Effective Date and be for the term as set forth on the applicable Order Form ("Initial Term License").

7.2   *SUPPORT TERM*. The initial term for Support Services shall commence on the Effective Date and, unless otherwise expressly stated on the Order Form to the contrary, terminate on the first anniversary after the Effective Date ("Initial Support Term"). The term of Support Services when Bomgar is providing Cloud Service or a Term License commences on the Effective Date and ends at the end of the Term License or Subscription Term, as applicable.

8.   TERMINATION.

8.1   *TERMINATION OF TERM LICENSE FOR BOMGAR SOFTWARE AND HARDWARE (If Applicable)*. Unless sooner terminated in accordance with this Agreement, at the end of the Term License, all licenses to the Bomgar Software shall terminate. In addition to any other remedies Bomgar may have, upon termination of the Term License, Customer shall within five (5) days return to Bomgar the Bomgar Software, Documentation of the Bomgar Software, Hardware (as applicable), Confidential Information attributable to the Bomgar Software, and copies thereof, or upon request by Bomgar, in its sole discretion, destroy the same (except the Hardware) and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Termination of the Term License shall not release Customer and Customer shall remain liable to Bomgar for all amounts incurred and/or due and payable as of the effective date of termination.

8.2   *TERMINATION OF SUBSCRIPTION TERM FOR CLOUD SERVICE (If Applicable)*. Unless sooner terminated in accordance with this Agreement, at the end of the Subscription Term, the Cloud Service and all licenses to the Bomgar Software shall terminate. In addition to any other remedies Bomgar may have, upon termination of the Subscription Term, Customer shall within five (5) days return to Bomgar the Bomgar Software, Documentation, Confidential Information, and copies thereof, or upon request by Bomgar, in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Termination of the Subscription Term shall not release Customer and Customer shall remain liable to Bomgar for all amounts incurred and/or due and payable as of the effective date of termination.

8.3   *CONDITIONS FOR TERMINATION OF THE AGREEMENT*. In addition to any other rights of termination set forth herein, this Agreement shall terminate (i) immediately upon termination of the license to any Third Party Software to the extent such Third Party Software is necessary for part of the operation of the Bomgar Software; (ii) immediately upon the breach by the Customer of Bomgar's intellectual property rights, or (iii) ten (10) days after notice from Bomgar to Customer in the event that Customer or the Clients have breached or violated any other provision of this Agreement and fail to cure such breach within such ten (10) day period.

8.4   *ACTION UPON TERMINATION OF THE AGREEMENT*. In addition to any other remedies Bomgar may have, upon termination of this Agreement, Customer shall within five (5) days return to Bomgar the Bomgar Software, Documentation, Confidential Information, and copies thereof, or upon request by Bomgar, in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner,

date, and time of such destruction. Termination shall not release Customer and Customer shall remain liable to Bomgar for all amounts incurred and/or due and payable as of the effective date of termination.

8.5 ***SURVIVAL OF TERMS***. The provisions of Sections 1, 4, 5, 6, 8, 9, 10, 11, 13 and all other provisions which by their nature would extend beyond the term of this Agreement) shall survive the termination of this Agreement.

9. DISCLAIMER AND LIMITATION OF LIABILITY.

9.1 ***DISCLAIMER***. THE BOMGAR SOFTWARE, DOCUMENTATION, CLOUD SERVICES, HARDWARE, AND ANY OTHER MATERIAL FURNISHED OR PROVIDED TO CUSTOMER PURSUANT TO THIS AGREEMENT OR OTHERWISE (COLLECTIVELY, "DELIVERABLES") ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS ONLY, AND BOMGAR MAKES NO PROMISES, REPRESENTATIONS, WARRANTIES, OR CONDITIONS, WHETHER EXPRESSED OR IMPLIED, REGARDING OR RELATING TO THE DELIVERABLES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, BOMGAR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE DELIVERABLES OR THE USE THEREOF. BOMGAR DOES NOT WARRANT OR REPRESENT THAT THE OPERATION OF THE CLOUD SERVICE, HARDWARE, OR BOMGAR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE CLOUD SERVICE, BOMGAR SOFTWARE, OR DOCUMENTATION, ARE CORRECTABLE OR WILL BE CORRECTED. BOMGAR SHALL HAVE NO RESPONSIBILITIES OR LIABILITY FOR INCORRECT DATA OR INFORMATION INPUT INTO THE CLOUD SERVICE, HARDWARE, OR BOMGAR SOFTWARE OR FOR ERRORS IN OUTPUT, CALCULATIONS, OR RESULTS CAUSED BY THE SAME OR THIRD PARTY SOFTWARE. BOMGAR DOES NOT WARRANT THAT THERE ARE NO DISCREPANCIES BETWEEN THE BOMGAR SOFTWARE AND ITS DOCUMENTATION. CUSTOMER ACKNOWLEDGES THAT THE RECORDING FEATURES OF THE BOMGAR SOFTWARE MAY SUBJECT CUSTOMER TO LAWS AND/OR REGULATIONS REGARDING THE RECORDING OF COMMUNICATIONS, AND CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH SUCH LAWS AND/OR REGULATIONS.

9.2 ***LIMITATION OF DAMAGES***.

(i)   IN NO EVENT SHALL BOMGAR, AND/OR BOMGAR'S OFFICERS, DIRECTORS, SHAREHOLDERS, PERSONNEL, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY THE "BOMGAR PARTIES") BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, OR THE USE OR INABILITY TO USE ANY BOMGAR SOFTWARE, HARDWARE, SUPPORT SERVICES, PROFESSIONAL SERVICES, DOCUMENTATION, OR CLOUD SERVICES, BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF BOMGAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(ii)   THE BOMGAR PARTIES' CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, CLOUD SERVICE, AND BOMGAR SOFTWARE SHALL NOT EXCEED THE ANNUAL FEE PAID BY CUSTOMER FOR THE APPLICABLE HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, CLOUD SERVICE, AND/OR BOMGAR SOFTWARE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

(iii)   THE BOMGAR PARTIES SHALL NOT BE LIABLE FOR CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST THE BOMGAR PARTIES MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

9.3 *USE IN ACCORDANCE WITH LAW*. Customer agrees and acknowledges that the Bomgar Software, Hardware, Documentation and Cloud Service are provided to be used only for lawful purposes and in accordance with applicable laws. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER SHALL ONLY USE THE BOMGAR SOFTWARE, DOCUMENTATION AND CLOUD SERVICE, AND ANY COPIES THEREOF AS PERMITTED BY LAW AND WITH THE KNOWLEDGE AND CONSENT OF THE OWNER AND USER OF EACH COMPUTER ON WHICH THE BOMGAR SOFTWARE IS INSTALLED OR WITH WHICH THE BOMGAR SOFTWARE IS USED. CUSTOMER ACCEPTS COMPLETE AND FULL RESPONSIBILITY FOR ALL USE OF THE BOMGAR SOFTWARE AND CLOUD SERVICE BY CUSTOMER.

10. INDEMNIFICATION.

10.1 *INFRINGEMENT*. To the extent Customer is not otherwise in breach of the terms of this Agreement, Bomgar will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Bomgar Software directly infringes any United States registered copyright or trademark, and Bomgar will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

10.2 *CONDITIONS*. Bomgar's obligations under the preceding paragraph with respect to an action are conditioned on (i) Customer notifying Bomgar promptly in writing of such action, (ii) Customer giving Bomgar sole control of the defense thereof and any related settlement negotiations, and (iii) Customer cooperating with Bomgar in such defense (including by making available to Bomgar all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with Bomgar or its attorneys in connection with such defense).

10.3 *BOMGAR'S OPTIONS*. If any Bomgar Software becomes or, in Bomgar's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Bomgar may, at its option, (a) procure for Customer the right to continue using such Bomgar Software, (b) replace or modify such Bomgar Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Bomgar, then (c) terminate Customer's license to or right to use the allegedly infringing Bomgar Software and (i) for perpetual licenses - repurchase the affected licenses less depreciation at the rate of thirty three percent and one third (33.33%) per year, or pro rata for part of the year, from the date of payment to the date of removal of the applicable Bomgar Software, or (ii) for Cloud Service or Term Licenses – refund the amount of any prepaid and unused fees for the applicable service, and terminate this Agreement. If Bomgar selects option (ii) or (iii), Customer shall immediately refrain from use of the allegedly infringing Software. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF BOMGAR AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

10.4 *EXCLUSIONS*. Notwithstanding the foregoing, Bomgar shall have no liability for (i) any modifications made to any software, hardware, firmware, other materials that are made or requested by Customer; (ii) compliance with Customer's designs, specifications, or instructions; (iii) use of technical information or technology provided by Customer; (iv) use of Bomgar Software, Hardware, or the Cloud Service, in a manner or with software or hardware prohibited or not approved by Bomgar; (v) use of any release of the Bomgar Software other than the most current made available to Customer, or (vi) claims in which Customer or any affiliate of Customer has a financial interest. Customer agrees to indemnify, defend, and hold Bomgar harmless from and against any claim, liability, cost, or expense (including attorneys' fees) related to a claim of infringement arising out of any of the principles outlined above.

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11. **CONFIDENTIAL INFORMATION**. Customer, on its own behalf and on behalf of its Personnel and Clients, during the term of this Agreement and thereafter, covenants and agrees that it will not use, disclose, divulge, disseminate or otherwise make available to any third party any Confidential Information or otherwise make use of any Confidential Information, without the prior written consent of Bomgar except as expressly allowed herein. Customer shall use the highest commercially reasonable degree of care to protect the Confidential Information, including ensuring that Customer and Personnel with access to such Confidential Information have agreed in writing not to disclose or use the Confidential Information. Within fifteen (15) days after request by Bomgar, Customer shall return to Bomgar all originals and copies of any Confidential Information and all information, records and materials developed therefrom by Customer, or upon request by Bomgar in its sole discretion, destroy the same and certify in writing that same have been destroyed together with the manner, date, and time of such destruction. Nothing herein shall prevent Customer from disclosing all or part of the Confidential Information as necessary pursuant to the lawful requirement of a court or governmental agency or when disclosure is required by operation of law; provided that prior to any such disclosure, Customer shall use reasonable efforts to (i) promptly notify Bomgar in writing of such requirement to disclose, and (ii) cooperate fully with Bomgar in protecting against any such disclosure or obtaining a protective order. The rights under this Section shall be cumulative of all other rights of Bomgar. The foregoing obligations shall not apply if and to the extent that Customer establishes that: (i) the information communicated was already known to Customer, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Bomgar; (ii) the information communicated was received by Customer in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by Customer without use of any Confidential Information received from Bomgar; or (iv) the information communicated was publicly known at the time of its receipt by Customer or has become publicly known other than by a breach of this Agreement or other action by Customer.

12. **EXPORT CONTROLS**. Customer shall comply fully with all export and import laws, regulations, orders, and policies of the U.S., or any other applicable jurisdiction. Customer acknowledges and agrees it is solely responsible for compliance with any and all import and export restrictions, and other applicable laws, in the U.S. or any other applicable jurisdiction, and that Bomgar has no further responsibility after the initial distribution to Customer within the original country of sale. Customer represents that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Customer's export privileges, and Customer will not use or transfer the Bomgar Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

13. **GENERAL PROVISIONS.**

13.1 *INDEPENDENT PARTIES*. The parties acknowledge that Bomgar is an independent contractor to Customer, and Bomgar may engage in other business activities at its sole discretion. This Agreement does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties.

13.2 *ASSIGNMENT*. Customer's rights and obligations under this Agreement may not be assigned or transferred (including by operation of law) without the prior written consent of Bomgar and any unauthorized assignment or transfer shall be null and void. Bomgar may assign the Agreement or any of its rights and obligations under the Agreement to an affiliate or third party which assignment shall become automatically effective upon assignment. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the parties and their respective successors, executors, heirs, representatives, administrators and permitted assigns.

13.3 *FORCE MAJEURE*. Customer agrees that Bomgar shall not be liable for any losses and damage, including consequential damages, detention, or delay or failure to perform any services resulting from causes beyond the reasonable control of Bomgar including acts of God, acts or omissions on the part of Customer, delays in transportation, failure to obtain supplies not caused by the negligence of Bomgar, changes in governmental regulations, war, or civil disturbance.

13.4 *NOTICES*. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by facsimile (with confirmation copy sent by certified mail) addressed to the signatory at the address set forth on the Order Form, or such other person and address as may be designated from time to time in writing in accordance with this Section. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery to the notice address. Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form.

13.5 *SEVERABILITY*. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions which most nearly effect the parties' intent in entering into this Agreement.

13.6 *GOVERNING LAW; VENUE, ENGLISH LANGUAGE*. This Agreement shall be construed in accordance with the laws of the United States. The parties confirm that this Agreement and all related documentation are and will be drafted in English.

13.7 *WAIVER*. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13.8 *NO THIRD PARTY BENEFICIARIES*. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of this Agreement.

13.9 Omitted.

13.10 *LICENSE TO GOVERNMENT*. If any Bomgar Software or Documentation, are acquired by or on behalf of a unit or agency of the United States Government (the "Government"), the Government agrees that such software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to such software or documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1 (a), as applicable. Any technical data related to such software or documentation are "Limited Rights Data" pursuant to FAR § 52.227-14 with Alternate II, or, if applicable, are provided to the Government subject to DFARS § 252.227-7015.

13.11 *INTEGRATION AND AMENDMENT*. This Agreement, the terms and conditions of Carahsoft's MAS 70 Contract, and written documents referenced herein (including the Order Form) constitute the entire agreement of the parties superseding and extinguishing all prior agreements or understandings, representations or warranties, relating to the subject matter hereof. If Customer has entered into agreements with Bomgar for the license or access to any of the Bomgar Software, then the terms of this Agreement shall supersede the terms of any prior agreement, other than any prior Order Forms, as of the Effective Date. This Agreement may not be modified, or amended except (i) by written agreement specifically referring to this Agreement signed by the parties hereto; or (ii) by Customer's acceptance of a subsequent electronic agreement provided by Bomgar with respect to the Bomgar Software. Customer represents and acknowledges that, in entering into this Agreement, it did not rely on any representations or warranties other than those explicitly set forth in this Agreement. In the event of conflict between the terms and conditions comprising the Agreement, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

13.12 Omitted.

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13.13 *CONSTRUCTION*. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. Every reference to "including" means "including, without limitation." Words importing the singular or plural number shall include the plural and singular number respectively, words denoting gender shall include all genders and references to persons shall include corporations or other entities and vice versa.

13.14 *REPRESENTATIONS*. Customer represents and acknowledges that (i) it has read and understands this Agreement; (ii) it has had an opportunity to have its legal counsel review this Agreement; (iii) issuance of the licenses under this Agreement does not constitute general publication of the Bomgar Software, the Documentation or other Confidential Information; and (iv) the individual accepting this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to accept this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

EXHIBIT A

DEFINED TERMS

In addition to any other terms defined in Agreement, the following terms have the following meanings:

"Active Endpoints" means the number of Endpoints that are being accessed by the PA Software.

"Active Login" means a Service Representative who is directly or indirectly logged in to the BRS Rep Console at any particular point in time. Should the same Service Representative have multiple simultaneous logins to the BRS Rep Console, e.g., in multiple instances of the BRS Rep Console or on separate computing devices, each login shall be separately considered an Active Login.

"Bomgar" means Bomgar Corporation, a Delaware corporation.

"Bomgar Software" means the BRS Software, PA Software, Bomgar Vault Software, Bomgar Vault Go Software, and Virtual Appliance Software, as applicable.

"Bomgar Vault Software" means, if and to the extent identified on the Order Form, the Bomgar Vault Software. All references in this Agreement to Bomgar Vault Software and any component thereof are (i) only if and to the extent identified on an Order Form and (ii) only the object code form of the Bomgar Vault Software.

"Bomgar Vault Go Software" means, if and to the extent identified on the Order Form, the Bomgar Vault Go Software which is a limited version of the Bomgar Vault Software and is used solely for credential management, credential injection through BRS or PA, and Active Directory account rotation. All references in this Agreement to Bomgar Vault Software and any component thereof are (i) only if and to the extent identified on an Order Form and (ii) only the object code form of the Bomgar Vault Software.

"Bomgar Vault Protected Devices" means any network device, virtual or physical, such as a desktop PC, router, or switch that is not a server OS or functioning as a server of Customer and Clients that are being stored by the Bomgar Vault Software.

"Bomgar Vault Protected Servers" means any network device acting as a server or running a server based operating system, virtual or physical, used for serving applications, websites, DNS, Directory Service, DHCP, files, storage arrays, databases or any other server related roles of Customer and Clients that are being stored by the Bomgar Vault Software.

"BRS Software" means, if and to the extent identified on an Order Form, the Bomgar Remote Support Software, consisting of software that is intended to operate on the Hardware or the Virtual Appliance Software ("BRS Server"), software that is intended to be loaded on the computing devices of Service Representatives ("BRS Rep Console"), and software that may be required to be loaded on the computing and mobile devices of Personnel of Customer and Clients to whom the Service Representatives provide services or of SMEs ("BRS Client Software"), including Upgrades to all of the above. All references in this Agreement to BRS Software and any component thereof are (i) only if and to the extent identified on an Order Form and (ii) only the object code form of the BRS Software.

"Client" means a direct customer of Customer.

"Client Software" means the BRS Client Software and the PA Client Software as applicable.

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"Cloud Service" means the non-exclusive access via a Web browser remotely over the Internet of the functionality of the Bomgar Software as more fully described on the Order Form and the applicable exhibit.

"Confidential Information" means information that is of value to Bomgar and is treated as confidential, including the Bomgar Software, the Documentation, future business plans, patterns, devices, methods, techniques, know-how, drawings, processes, financial data, financial plans, product plans and information regarding actual or potential customers or suppliers.

"Console Software" means the BRS Rep Console and PA Access Console as applicable.

"Customer" means the legal entity or individual that has ordered Bomgar Software from Bomgar, or a Reseller, by executing an Order Form and has the right to use the Bomgar Software pursuant to this Agreement.

"Documentation" means the documents, help files, and other textual matter, in any form or media, that are included with the Bomgar Software and describe its specifications, functionality, and limitations.

"Endpoint" means any network device or computer system, virtual or physical, such as a router, server, storage array, database, or desktop of Customer and Clients.

"Effective Date" means the earlier of the following: (i) the complete execution of this Agreement, (ii) the applicable date of any Order Form, or (iii) the date Customer first installs or accesses the Bomgar Software.

"Fee(s)" means the applicable fee (as set forth on the Order Form) paid by Customer to Bomgar for the Bomgar Software, Support Services, Professional Services, and/or Hardware.

"Hardware" means the computer equipment, including licenses to any firmware or software incorporated therewith, manufactured by Bomgar, its affiliate(s) or third-party original equipment manufacturer(s) and distributed by Bomgar or a Bomgar authorized reseller to Customer.

"Mobile SDK" means the files, libraries, and tools provided or made available to Customer by Bomgar pursuant to this Agreement as further described in **Exhibit B-1** and **B-2** attached hereto. Mobile SDK is an optional feature for BRS Software licensees.

"Order Forms" means the purchase orders, ordering documents, or similar documents entered into between Bomgar or a Bomgar authorized reseller and Customer referencing the license of Bomgar Software, provision of Cloud Service, Hardware, Support Services, or provision of other Services. The Order Forms are a material part of this Agreement.

"PA Software" means, if and to the extent identified on an Order Form, the Bomgar Privileged Access Software, consisting of software that is intended to operate on the Hardware or Virtual Appliance Software ("PA Server"), computer software that is intended to be loaded on the computing and mobile devices of Privileged Users ("PA Access Console"), and software that may run on each Endpoint that is intended to interface with the PA Server ("PA Client Software"), including Upgrades to all of the above. All references in this Agreement to PA Software and any component thereof are (i) only if and to the extent identified on an Order Form and (ii) only the object code form of the PA Software.

"Personnel" means individual employees, contractors, and agents of an entity, acting solely on behalf of such entity.

"Privileged Users" means the Personnel of Customer who have access to privileged assets of the Customer via the PA Software.

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"Professional Services" means the services that are described in an Order Form and/or applicable statement of work ("SOW") under the terms and conditions of this Agreement. Such SOW may be amended or modified in writing by both parties hereto.

"Reseller" means an authorized reseller of Bomgar Software.

"Server Software" means the BRS Server and/or PA Server as applicable.

"Service Representatives" means Personnel of Customer who provide services to Personnel of Customer and Clients.

"SME" means an individual third party who provides or is asked to provide Service Representatives or Privileged Users with additional information and services via the use of the BRS Client Software or PA Client Software through the "Rep Invite" functionality in the BRS Software or PA Software as applicable.

"Subscription Term" means the term of the Cloud Service as set forth or the Order Form.

"Third Party Software" means software that is owned and licensed by parties other than Bomgar and that is included with the Hardware, integrated with or made part of the Bomgar Software, or otherwise necessary for the operation of the Bomgar Software.

"Upgrade" means any modification, correction, enhancement, deletion, or substitution to the Bomgar Software, including but not limited to, any data file or module thereto that may be provided by Bomgar or any other agreement between Customer and Bomgar.

"Usage Measurement Dates" means those dates provided by Bomgar to Customer for the audit of Customer's usage of the Bomgar Software.

"Virtual Appliance Software" means, if and to the extent identified on the Order Form, the Bomgar Virtual Appliance Software. All references in this Agreement to Virtual Appliance Software and any component thereof are (i) only if and to the extent identified on an Order Form and (ii) only the object code form of the Virtual Appliance Software

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EXHIBIT B-1

**ADDITIONAL TERMS AND CONDITIONS FOR
BOMGAR REMOTE SUPPORT SOFTWARE
(ON-PREMISE)**

1.   BOMGAR REMOTE SUPPORT (BRS) SOFTWARE. The BRS Software contains three components as described below, the BRS Server Software, BRS Rep Console Software, and BRS Client Software. Bomgar licenses the BRS Software either as a term license or a perpetual license. The Order Form will state the applicable license term and number of licenses (Active Logins).

2.   LICENSE TO THE BRS SOFTWARE.

        (a) BRS Server Software. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license solely for the following purposes: (i) to install and operate a single production instance of the applicable BRS Server Software and (ii) to make a copy of the applicable BRS Server Software for archive purposes. The BRS Server Software shall be used by Customer solely to allow for the administration of the BRS Software and to allow Service Representatives to provide remote support services internally to Customer and/or externally to its Clients.

        (b) BRS Console Software. The BRS Rep Console is the software that the Service Representatives download to use to initiate a remote support session. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install, operate, and use the BRS Console Software. Customer may access and use the BRS Rep Console solely to allow Service Representatives to provide remote support services internally to Customer and/or externally to its Clients. While the number of BRS Console Software installations is not limited, Customer's use of the BRS Rep Console is limited by the number of Active Logins set forth on the applicable Order Form. A license for an Active Login only grants access rights to individuals; devices and machines may not utilize an Active Login license to access the BRS Software absent human intervention.

        (c) *BRS Client Software*. The BRS Client Software is the software that the end user downloads for a remote support session or the Service Representative installs on the device for future remote sessions. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install, operate, and use the BRS Client Software. While the number of BRS Client Software installations is not limited, use of the BRS Client Software is limited by the number of licenses (Active Logins) set forth on the Order Forms. End users may be required to agree to a click through agreement containing license, waiver of liability, and other terms specified by Bomgar from time to time prior to the use of or access to the BRS Client Software. SMEs' access to the BRS Client Software may be disabled after the applicable session initiated by the applicable Service Representative.

3.   MOBILE SDK. The license to the BRS Software may also include the ability of Customer to distribute to Clients the Mobile SDK in conjunction with Customer's proprietary software application. Customer must ensure that the Bomgar copyright and other proprietary notices that appear in the Mobile SDK and related Documentation are retained and reproduced in full in all copies of the Mobile SDK that Customer makes as permitted under this Agreement. Customer must not sell, redistribute, rent, lease, lend or sublicense all or any part of the Mobile SDK, or enable or allow others to do such things. Customer must not use the Mobile SDK for any purpose that is not expressly permitted under this Agreement. Except for the limited license granted to Customer in this Agreement, all rights, title, and interest in and to the Mobile SDK that are made available to Customer under the Agreement remain, at all times, the sole and exclusive property of Bomgar.

4.   AUDIT. Bomgar shall have the right, upon reasonable advance written notice, to have an independent auditor verify Customer's compliance with this Agreement. Customer shall make all applicable books and records available for such inspection during normal business hours at Customer's principal place of business. Any such audit shall be at the expense of Bomgar, unless such audit discloses an underpayment by the Customer for the

audited period in excess of five percent (5%). If the audit discloses any underpayment by Customer, Carahsoft may invoice Customer for such underpayment, together with interest.

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EXHIBIT B-2

**ADDITIONAL TERMS AND CONDITIONS FOR
BOMGAR REMOTE SUPPORT SOFTWARE
(CLOUD SERVICE)**

1.   BOMGAR REMOTE SUPPORT (BRS) SOFTWARE. The BRS Software contains three components as described below, the BRS Server Software, BRS Rep Console Software, and BRS Client Software. Bomgar licenses the BRS Software Cloud Service on a Subscription Term basis. The Order Form will state the applicable Subscription Term and number of licenses (Active Logins).

2.   LICENSE TO THE BRS SOFTWARE.

        (a) BRS Server Software. Bomgar will host the BRS Server Software. The BRS Server Software shall be used by Customer solely to allow for the administration of the BRS Software and to allow Service Representatives to provide remote support services internally to Customer and/or externally to its Clients.

        (b) BRS Console Software. The BRS Rep Console is the software that the Service Representatives download to use to initiate a remote support session. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install, operate, and use the BRS Console Software. Customer may access and use the BRS Rep Console solely to allow Service Representatives to provide remote support services internally to Customer and/or externally to its Clients. While the number of BRS Console Software installations is not limited, Customer's use of the BRS Rep Console is limited by the number of Active Logins set forth on the applicable Order Form. A license for an Active Login only grants access rights to individuals; devices and machines may not utilize an Active Login license to access the BRS Software absent human intervention.

        (c) *BRS Client Software*. The BRS Client Software is the software that the end user downloads for a remote support session or the Service Representative installs on the device for future remote sessions. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install, operate, and use the BRS Client Software. While the number of BRS Client Software installations is not limited, use of the BRS Client Software is limited by the number of license (Active Logins) set forth on the Order Forms. End users may be required to agree to a click through agreement containing license, waiver of liability, and other terms specified by Bomgar from time to time prior to the use of or access to the BRS Client Software. SMEs' access to the BRS Client Software may be disabled after the applicable session initiated by the applicable Service Representative.

3.   CLOUD SERVICE. Subject to the terms, conditions, and limitations set forth in this Agreement including the payment of the applicable Fees, and during the Subscription Term, Bomgar shall provide to Customer nonexclusive, non-transferable, personal and limited access to the Cloud Service solely to allow for the administration of the BRS Software and to allow Service Representatives to provide remote support services internally to Customer and/or externally to Clients. For clarification purposes, the receipt of Cloud Service includes licenses to the BRS Software and is limited to the number of licenses (Active Logins) set forth on the applicable Order Form.

4.   SUBSCRIPTION TERM. The initial term for the Cloud Service shall commence on the Effective Date and be for the term as set forth on the applicable Order Form ("Initial Subscription Term").

5.   MOBILE SDK. The license to the BRS Software may also include the ability of Customer to distribute to Clients the Mobile SDK in conjunction with Customer's proprietary software application. Customer must ensure that the Bomgar copyright and other proprietary notices that appear in the Mobile SDK and related Documentation are retained and reproduced in full in all copies of the Mobile SDK that Customer makes as permitted under this Agreement. Customer must not sell, redistribute, rent, lease, lend or sublicense all or any

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part of the Mobile SDK, or enable or allow others to do such things. Customer must not use the Mobile SDK for any purpose that is not expressly permitted under this Agreement. Except for the limited license granted to Customer in this Agreement, all rights, title, and interest in and to the Mobile SDK that are made available to Customer under the Agreement remain, at all times, the sole and exclusive property of Bomgar.

6.   AUDIT. Bomgar shall have the right, upon reasonable advance written notice, to have an independent auditor verify Customer's compliance with this Agreement. Customer shall make all applicable books and records available for such inspection during normal business hours at Customer's principal place of business. Any such audit shall be at the expense of Bomgar, unless such audit discloses an underpayment by the Customer for the audited period in excess of five percent (5%). If the audit discloses any underpayment by Customer, Carahsoft may invoice Customer for such underpayment, together with interest.

EXHIBIT C-1

ADDITIONAL TERMS AND CONDITIONS FOR
PRIVILEGED ACCESS SOFTWARE
(ON-PREMISE)

1.   PA SOFTWARE.   The PA Software contains three components as described below, the PA Server Software, PA Access Console Software, and PA Client Software. Bomgar licenses the PA Software two different ways: a term license or a perpetual license. The Order Form will state the applicable license term and number of licenses.

2.   LICENSE TO THE PAM SOFTWARE.

(a) *PA Server Software*. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license solely for the following purposes: (i) to install and operate a single production instance of the applicable PA Server Software and (ii) to make a copy of the applicable PA Server Software for archive purpose. The PA Server Software shall be used by Customer solely to allow for the administration of the PAM Software and to manage the number of Active Endpoints set forth on the Order Forms.

(b) *PA Access Console Software*. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to copy, install, operate, back up, and archive a reasonable number of copies of the PA Access Console Software.   Customer may access and use the PA Access Console solely to allow Privileged Users to provide privileged access management.

(c) *PA Client Software*. Subject to the terms, conditions, and limitations set forth in this Agreement including the payment of the applicable Fees, Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to copy, install, operate, back up, and archive a reasonable number of copies of the PA Client Software for use with Customer's and Clients' Active Endpoints. Customer's use of the PA Client Software is limited by the number of licenses (Active Endpoints) set forth on the Order Forms. SMEs' access to the PA Client Software may be disabled after the applicable session initiated by the applicable Privileged User.

3.   AUDIT. Within five (5) business days prior to each Usage Measurement Date during the term of this Agreement, Customer shall run a report (each, a "Usage Report") showing the maximum number of Active Endpoints that have been used by Customer at any time from the previous date that Customer has run such report (or, if no previous Usage Report exists, the Effective Date) (the "Measurement Period") and provide a copy of the Usage Report to Bomgar within fifteen (15) business days after the Usage Measurement Date. If the Usage Report shows that Customer has used more Active Endpoints than are licensed in accordance with the applicable Order Forms, then along with the Usage Report, Carahsoft may invoice Customer the Fees necessary to purchase a sufficient number of Active Endpoints that have been used by Customer at Bomgar's then standard rates for such Fees ("True-up Fees"). Customer acknowledges and agrees that Bomgar may sell licenses for Active Endpoints in multiples rather than one at a time, and Carahsoft may invoice Customer the number of groups of licenses that cover at least the Customer's usage.

EXHIBIT C-2

ADDITIONAL TERMS AND CONDITIONS FOR
PRIVILEGED ACCESS SOFTWARE
(CLOUD SERVICE)

1.   PA SOFTWARE. The PA Software contains three components as described below, the PA Server Software, PA Access Console Software, and PA Client Software. Bomgar licenses the PA Software Cloud Service on a Subscription Term basis. The Order Form will state the applicable Subscription Term and number of licenses.

2.   LICENSE TO THE PAM SOFTWARE.

(a) *PA Server Software*. Bomgar will host the PA Server Software. The PA Server Software shall be used by Customer solely to allow for the administration of the PA Software and to manage the number of Active Endpoints set forth on the Order Forms.

(b) *PA Access Console Software*. Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to copy, install, operate, back up, and archive a reasonable number of copies of the PA Access Console Software.   Customer may access and use the PA Access Console solely to allow Privileged Users to provide privileged access management.

(c) *PAM Client Software*. Subject to the terms, conditions, and limitations set forth in this Agreement including the payment of the applicable Fees, Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to copy, install, operate, back up, and archive a reasonable number of copies of the PA Client Software for use with Customer's and Clients' Active Endpoints. Customer's use of the PA Client Software is limited by the number of Active Endpoints of the PA Access Console set forth on the Order Forms. SMEs' access to the PA Client Software may be disabled after the applicable session initiated by the applicable Privileged User.

3.   CLOUD SERVICE. Subject to the terms, conditions, and limitations set forth in this Agreement including the payment of the applicable Fees, and during the Subscription Term, Bomgar shall provide to Customer nonexclusive, non-transferable, personal and limited access to the Cloud Service solely to allow for the administration of the PA Software. For clarification purposes, the receipt of Cloud Service includes licenses to the PA Software and is subject to the number of licenses (Active Endpoints) set forth on the Order Forms.

4.   SUBSCRIPTION TERM. The initial term for the Cloud Service shall commence on the Effective Date and be for the term as set forth on the applicable Order Form ("Initial Subscription Term").

5.   AUDIT. Within five (5) business days prior to each Usage Measurement Date during the term of this Agreement, Customer shall run a report (each, a "Usage Report") showing the maximum number of Active Endpoints that have been used by Customer at any time from the previous date that Customer has run such report (or, if no previous Usage Report exists, the Effective Date) (the "Measurement Period") and provide a copy of the Usage Report to Bomgar within fifteen (15) business days after the Usage Measurement Date. If the Usage Report shows that Customer has used more Active Endpoints than are licensed in accordance with the applicable Order Forms, then along with the Usage Report, Carahsoft may invoice Customer the Fees necessary to purchase a sufficient number of Active Endpoints that have been used by Customer at Bomgar's then standard rates for such Fees ("True-up Fees"). Customer acknowledges and agrees that Bomgar may sell licenses for Active Endpoints in multiples rather than one at a time, and Carahsoft may invoice Customer the number of groups of licenses that cover at least the Customer's usage.

Bomgar Software License Agreement v.4.11.17

EXHIBIT D

**ADDITIONAL TERMS AND CONDITIONS FOR
VIRTUAL APPLIANCE SOFTWARE**

1.   VIRTUAL APPLIANCE SOFTWARE. Subject to payment of the applicable fees, Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited object code license to install and operate the Virtual Appliance Software on one virtual machine (per license purchased) and make one backup copy for archival purposes. Bomgar licenses the Virtual Appliance Software two different ways: a term license or a perpetual license. The Order Form will state the applicable license term and number of licenses.

2.   AUDIT. Bomgar shall have the right, upon reasonable advance written notice, to have an independent auditor verify Customer's compliance with this Agreement. Customer shall make all applicable books and records available for such inspection during normal business hours at Customer's principal place of business. Any such audit shall be at the expense of Bomgar, unless such audit discloses an underpayment by the Customer for the audited period in excess of five percent (5%). If the audit discloses any underpayment by Customer, Carahsoft may invoice Customer for such underpayment, together with interest.

Bomgar Software License Agreement v.4.11.17

EXHIBIT E-1

**ADDITIONAL TERMS AND CONDITIONS FOR
BOMGAR VAULT SOFTWARE**

1.   **BOMGAR VAULT SOFTWARE**. Subject to payment of the applicable fees, Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install and operate the Bomgar Vault Software on one or more servers. Bomgar licenses the Bomgar Vault Software two different ways: a term license or a perpetual license. The Order Form will state the applicable license term and number of licenses. Bomgar licenses the Bomgar Vault Software based on the number of Bomgar Vault Protected Servers and the number of Bomgar Vault Protected Devices stored by the Bomgar Vault Software.

2.   **REQUIREMENTS.** The Bomgar Vault Software operates on a Microsoft Windows Server® using Microsoft Windows IIS® as the web server and Microsoft Windows SQL® server as the database server. Customer is solely responsible for the licensing and installation of Microsoft products required for the Bomgar Vault Software to operate as well as the necessary hardware to operate such products.

3.   **AUDIT.** Within five (5) business days prior to each Usage Measurement Date during the term of this Agreement, Customer shall run a report (each, a "Usage Report") showing the maximum number of Bomgar Vault Protected Active Endpoints that have been used by Customer at any time from the previous date that Customer has run such report (or, if no previous Usage Report exists, the Effective Date) (the "Measurement Period") and provide a copy of the Usage Report to Bomgar within fifteen (15) business days after the Usage Measurement Date. If the Usage Report shows that Customer has used more Bomgar Vault Protected Servers and Bomgar Vault Protected Devices than are licensed in accordance with the applicable Order Forms, then along with the Usage Report, Carahsoft may invoice Customer the Fees necessary to purchase a sufficient number of Bomgar Vault Protected Servers and Bomgar Vault Protected Devices that have been used by Customer at Bomgar's then standard rates for such Fees ("True-up Fees"). Customer acknowledges and agrees that Bomgar may sell licenses for Bomgar Vault Protected Servers and Bomgar Vault Protected Devices in multiples rather than one at a time, and Carahsoft may invoice Customer for the number of groups of licenses that cover at least the Customer's usage.

EXHIBIT E-2

**ADDITIONAL TERMS AND CONDITIONS FOR
BOMGAR VAULT GO SOFTWARE**

1.   BOMGAR VAULT GO SOFTWARE. Subject to payment of the applicable fees, Bomgar hereby grants to Customer the nonexclusive, non-transferable, personal and limited license to install and operate the Bomgar Vault Go Software. Bomgar licenses the Bomgar Vault Go Software two different ways: a term license or a perpetual license. The Order Form will state the applicable license term and number of licenses. Bomgar licenses the Bomgar Vault Go Software based on a concurrent use model for use with BRS and on a server basis for PA.

2.   REQUIREMENTS. The Bomgar Vault Go Software operates on a Microsoft Windows Server® using Microsoft Windows IIS® as the web server and Microsoft Windows SQL® server as the database server. Customer is solely responsible for the licensing and installation of Microsoft products required for the Bomgar Vault Go Software to operate as well as the necessary hardware to operate such products.

3.   AUDIT. Bomgar shall have the right, upon reasonable advance written notice, to have an independent auditor verify Customer's compliance with this Agreement. Customer shall make all applicable books and records available for such inspection during normal business hours at Customer's principal place of business. Any such audit shall be at the expense of Bomgar, unless such audit discloses an underpayment by the Customer for the audited period in excess of five percent (5%). If the audit discloses any underpayment by Customer, Carahsoft may invoice Customer for such underpayment, together with interest.

Bomgar Software License Agreement v.4.11.17

Bomgar Software License Agreement v.4.11.17

Support Policy

Defined Terms. Unless otherwise defined herein, defined terms shall have the meaning in the applicable BOMGAR SOFTWARE LICENSE AGREEMENT.

Scope of Support Services. The Support Services will include the following: (i) access to the current online and print Documentation; (ii) on a periodic basis, Bomgar may provide available Upgrades to the Bomgar Software as they are available; (iii) Bomgar shall maintain telephone number(s) which designated employees of Customer may use to obtain information regarding the operation of the Bomgar Software and/or Hardware during times specified by Bomgar which are listed below; (iv) Customer may use to obtain information regarding the operation of the Software and/or Hardware during times specified by Licensor which are currently Monday – Friday 2:00 a.m. - 7:00 p.m. C.S.T.; (v) Bomgar shall correct errors in the Software, and/or repair or replace (as Bomgar determines in its discretion) defective Hardware unless it is determined that one of the following is applicable: (A) Customer fails to provide written notice to Bomgar within twenty (20) days of any defect in the Bomgar Software and/or Hardware, as applicable; (B) Customer modifies or attempts to modify the Bomgar Software and/or Hardware, as applicable; (C) the Bomgar Software and/or Hardware is operated under improper or unsafe environmental conditions or subjected to improper use, including, but not limited to, use by untrained operators. Any repairs or corrections for difficulties or defects necessitated and traceable to Customer's errors or Bomgar Software or Hardware changes by Customer, including but not limited to the above, shall not be included as Support Services, but rather shall be billed to Customer at Bomgar's normal hourly rate then existing for such services. Bomgar shall not be obligated to repair or replace Hardware if: (i) Customer's Hardware is three years old or older, or (ii) three years has passed from the delivery date of the original Hardware to Customer. In the event of a Hardware failure not excluded under this section, Bomgar may make available to Customer a temporary access license to Bomgar's hosted Software service for purposes of continuity while Customer's Hardware is being repaired or replaced.

Limitations. Support Services do not include onsite service visits by Bomgar at Customer's location. Bomgar may perform services other than the Support Service(s) as requested and approved by Customer. In exchange for such additional services, Customer agrees to pay Bomgar its normal, open market hourly rates then existing for such services or Carahsoft shall invoice Customer the applicable MAS 70 contract rates for such services. In addition to the hourly rates, Customer shall reimburse Bomgar for shipping, travel, living, and out-of-pocket expenses reasonably incurred in conjunction with the rendering of additional open market services hereunder or Carahsoft shall invoice Customer the negotiated, reasonable, and allowable expenses incurred with the rendering of the additional MAS 70 services.

Bomgar reserves the right to make automatic updates to the Software to address critical updates.

Bomgar Corporation reserves the right to alter, modify, revise, and/or update this link and/or the scope of support services in its discretion.